UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

FIRST STUDENT, INC.

and Case 33-CA-14959

AMALGAMATED TRANSIT UNION,
LOCAL 312, AFL-CIO, CLC

and

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 371
Party-in-Interest

Nicholas Ohanesian, Esq., for the General Counsel
Thomas A. Secrest, Esq., for the Respondent
Donan B. McAuley, Esq., for the Party in Interest

DECISION

STATEMENT OF THE CASE

Jane Vandeventer, Administrative Law Judge. This case was tried on December 4 and 5, 2005, in Rock Island, Illinois. The complaint alleges Respondent violated Section 8(a)(2) and (5) of the Act by prematurely granting recognition to the International Brotherhood of Teamsters, Local 371 (herein Teamsters) and by failing and refusing to recognize Amalgamated Transit Union, Local 312, AFL-CIO, CFC (herein ATU) as the exclusive collective bargaining representative of the bargaining unit. The complaint also alleges Respondent violated Section 8(a)(1) of the Act by telling an employee not to discuss his wages. The Respondent filed an answer denying the essential allegations in the complaint. After the conclusion of the hearing, the parties filed briefs which I have read. [1]

Based on the testimony of the witnesses, including particularly my observation of their demeanor while testifying, the documentary evidence, and the entire record, I make the following

[1] The Respondent also filed an unopposed motion to correct the transcript which is hereby granted, with the exception of the first proposed correction. The first correction should be to page 84, line 16, rather than page 85, as proposed. The first proposed correction is granted as to page 84 of the transcript.

FINDINGS OF FACT

I. JURISDICTION

Respondent is a corporation with offices and places of business in Bettendorf and Davenport, Iowa, where it is engaged in the provision of school bus transportation services to local governmental entities. During a representative one-year period beginning August 17, 2005, Respondent is projected to purchase and receive at its Bettendorf, Iowa, facility goods valued in excess of $50,000 directly from points outside the State of Iowa. Accordingly, I find, as Respondent admits, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

The Charging Party (ATU) and the Party-in-Interest (Teamsters) are labor organizations within the meaning of Section 2(5) of the Act.

II. UNFAIR LABOR PRACTICES

A. The Facts

1. Background

Respondent has provided school bus transportation services to the Davenport, Iowa school district for a number of years. It maintains a fleet of school buses in Davenport and a smaller number in Wallcott, about eight miles away,[2] and employs approximately 130 drivers, mechanics, and other employees. The Davenport drivers and bus monitors have been represented by Teamsters for a number of years, at least since 1998. The most recent collective bargaining agreement covering the Davenport drivers contains effective dates of July 17, 2002, through June 30, 2006.

In the spring of 2005, Respondent bid on and was awarded a contract to provide school bus transportation services to the Pleasant Valley school district (PVSD), located in Bettendorf, Iowa, a town adjacent to Davenport. The contract's beginning date was July 1, 2005.[3] Prior to Respondent's contract, the PVSD had operated its own school buses and employed its own drivers directly. There were about 28 regular drivers and 5 or 6 substitute drivers employed by PVSD, represented for many years by the ATU, under the auspices of an Iowa state labor relations scheme. According to the ATU president, Jackie Puck, the ATU was certified by the Iowa Public Employee Relations Board in January 2003.[4] The most recent collective bargaining agreement between ATU and PVSD expired at the end of June 2005.

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[2] The Wallcott drivers are a part of the overall Davenport school district operation, and share a seniority list and bidding procedure with the other Davenport school district drivers. The term "Davenport drivers" herein includes the approximately 10 or so drivers whose buses are kept at the Wallcott location.

[3] All dates hereafter are in 2005 unless otherwise specified.

[4] The certification was amended to include substitute drivers in December 2003, and defines the unit as follows: All regular full-time, regular part-time and substitute bus drivers; excluding all other employees of the Pleasant Valley Community School District.

2. Respondent's Operation at Pleasant Valley

Respondent purchased the 29 school buses from PVSD, and has utilized both the same buses and the same fueling and parking area previously used by the PVSD busing operation. The PVSD bus facility is about five miles from Respondent's Davenport school system location. The PVSD school buses carry lettering identifying them as PVSD buses. Respondent has an office trailer at that location, where the supervisor over the PVSD operation works along with a dispatcher. There is also a bus maintenance employee at the PVSD bus facility. Initially, during the month of July, there was no regular school bus operation, but only one summer school route. On occasion, a driver was needed for a special one-time trip. Respondent had not yet hired employees for the PVSD operation, and so it used drivers based at its Davenport location to drive the one route and few trips necessary for summer school. Beginning in July, Respondent hired drivers for the PVSD operation. The record is silent as to the exact dates employees were told they were hired, but the employees trained on about August 10, bid for their routes on August 16, and began work on August 17, the first day of school. As of August 17 Respondent had hired 24 drivers.[5] Of these, 13 had been employed as drivers by PVSD through the end of the school year in June. Before starting employment on August 17, the PVSD drivers trained briefly on Davenport buses at the Davenport school bus facility, about five miles distant from the PVSD bus facility.

During the first few weeks of the school year, Respondent used primarily these 25 employees. However, if several substitutes were needed, Respondent used a supervisor or relief bus driver from its Davenport operation to fill in. After about six weeks, very few Davenport relief drivers or supervisors were utilized in the PVSD operation. Respondent's Davenport contract manager Steve Watt testified that such relief driving may occur as much as once a week. There is no evidence in the record that Davenport buses have been parked or used at the PVSD bus facility.

Current employee Wil Hanson testified that he was interviewed for employment by Karen Lewis, safety coordinator and an admitted supervisor, on about July 7. According to Hanson, Lewis told him what his wage rate would be, and told him not to discuss his wage rate with others. Lewis denied telling any applicant not to discuss his wage rate with others. Lewis interviewed all applicants for the PVSD driver jobs. She testified that she used the same qualifications and criteria that she used when hiring drivers for the Davenport operation.

On August 10, ATU president Jackie Puck sent Respondent a letter requesting recognition of the ATU as the representative of the PVSD drivers. By letter dated August 15, Respondent refused to recognize ATU, and stated that the PVSD drivers were represented by the Teamsters.

On July 25, the Teamsters had demanded recognition as the collective bargaining representative of Respondent's PVSD drivers. It is undisputed that the Teamsters had

[5] One additional driver was hired at PVSD on August 22.

collected no designations of the Teamsters as representative from the drivers, many of whom had not yet been hired, and presented no such showing to Respondent in support of the request for recognition. On July 29, Respondent recognized the Teamsters as the representative of the PVSD drivers, and essentially extended the existing contract terms of its Davenport collective bargaining agreement to cover the new drivers. A one-page agreement between Respondent and the Teamsters dated July 29[6] states that the PVSD drivers will be covered by the existing collective bargaining agreement between the parties, and that the PVSD drivers "shall be considered a separate classification, with its own seniority list for purposes of bidding and work assignments." Separate seniority lists are maintained, one for the Davenport school system, and the other for PVSD. Separate bids for routes in each system are also held. It appears from the record that PVSD drivers may bid only for routes in PVSD, and Davenport drivers may bid only for routes in the Davenport school system. In the PVSD bid, the drivers' years of seniority driving for PVSD were honored. PVSD drivers bid for the 2005-2006 school year routes on August 16, the day before school began. The bid was held at the PVSD bus facility.

PVSD drivers are supervised on a day-to-day basis by Shawn Courtney, who in turn reports to Steve Watts. Watts is the Davenport Contract Manager and his office is in Davenport. Karen Lewis, whose office is also in Davenport, conducts safety meetings with PVSD employees every few weeks. These meetings are separate from the meetings she conducts for the Davenport drivers. Lewis testified that there are no plans to combine safety training.

Lewis and Watt also testified that there are about 12 relief drivers based at Davenport, but only approximately four of these individuals are trained in the PVSD routes. If there is a need for a substitute driver at PVSD, normally a PVSD relief driver will fill that role, but if more are needed, one of the Davenport relief drivers can be utilized.

Watt testified that PVSD buses receive routine maintenance and some repairs at the PVSD location, but that if complex or major work is needed, the bus is brought to the Davenport location. There is no record evidence of how many times, if at all, any of the PVSD buses have been brought to the Davenport facility for repair or maintenance work. Watt receives and reviews paperwork generated by the supervisor and mechanic at PVSD.

B. Positions of the Parties

The General Counsel contends that Respondent is a successor employer under long-established Board law. This argument is based on two major factors: (1) continuity of the workforce; and (2) continuity of the enterprise. The General Counsel argues that the continuity of the workforce is shown by the fact that the old unit employees constituted a majority of the PVSD drivers with which Respondent began its operations

[6] The Teamsters representative signed the July 29 agreement on August 8.

on the first day of school, August 17.[7] The continuity of the enterprise is shown by the facts that the same buses, same bus routes, same location, and same customer (PVSD) existed under Respondent's operation. Therefore, Respondent was obligated to recognize the ATU, and to refrain from recognizing the Teamsters. The General Counsel argues further that regardless of Respondent's status as a successor, it violated Section 8(a)(2) by recognizing the Teamsters prior to having employees actually employed and without any showing of employee desire for the Teamsters as their representative.

The General Counsel argues that Respondent's defense that the PVSD operation was an accretion to its Davenport operation is not well founded in fact or law, and should be rejected. Finally, the General Counsel argues that Respondent violated Section 8(a)(1) of the Act by Lewis' alleged remark to Hanson concerning talking about his wage rate.

Respondent argues that its recognition in late July of the Teamsters was legitimate. Respondent points to the fact that it had already decided to run the PVSD operation in conjunction with its Davenport operation, and that it intended to combine the two groups of employees into one unit.[8] Respondent argues on the same basis that it did not violate Section 8(a)(5) of the Act by refusing to recognize ATU as the representative of the PVSD drivers. Finally, Respondent denies that it violated Section 8(a)(1). Respondent conceded at trial that if it were found that Respondent was not free to assume that the PVSD operation was an accretion to the Davenport operation, it would follow that Respondent's recognition of the Teamsters was premature and therefore a violation of the Act.

The Teamsters take the position that the General Counsel has failed to establish a date for determination of ATU's majority status among the employees, and that therefore the successorship status of Respondent has not been proven.

C. Discussion and Analysis

1. The Applicable Law

The lead case in this area is ***NLRB v. Burns International Security Services***, 406 U.S 272 (1972), wherein the Supreme Court set forth the factors to be assessed in finding whether a new employer who acquires an existing business and continues to operate it has a duty to recognize and bargain with the representative of the employees who worked in the former unit and continue to work for the acquired enterprise. The two major

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[7] The General Counsel further contends that by that date Respondent had hired a representative complement of employees.

[8] With its brief, Respondent submitted a copy of a Regional Director Decision and Direction of Election (DDE) which issued in 2004 and which concerned another of Respondent's school bus operations in Massachusetts. The General Counsel moved to strike this submission, and any arguments based on it.

I consider Respondent's reference to the DDE as essentially a request to take administrative notice of a collateral case or decision. This is a permissible request, and I therefore deny the General Counsel's motion to strike the DDE from Respondent's brief. Whether the DDE provides any persuasive value will be set forth below along with the legal analysis.

factors to be analyzed in deciding if an employer is a successor who has such an obligation are continuity of the workforce and continuity of the enterprise.

In assessing the continuity of the workforce, the Board looks to whether a majority of the continuing workforce were previously part of the bargaining unit. The time for this assessment is when the successor employer has reached the stage of having a "representative complement" of employees. Some eleven years after the ***Burns*** case, the Supreme Court upheld the Board's method of making this factual analysis in ***Fall River Dyeing and Finishing Corp. v. NLRB***, 482 U.S. 27 (1983). The Board looks to: (1) whether the job classifications designated for the operation were occupied, or substantially occupied; (2) whether the operation was in normal operation, or substantially so; (3) the size of the employee complement on such date; (4) how long before a substantially larger number of employees would be employed, if there were such plans; and (5) the relative certainty of these plans.

In assessing the continuity of operations, the Board looks to whether the successor employer uses the same facilities, equipment, processes, whether the same jobs and same working conditions exist, whether the same supervisors remain, whether the same service or product is offered, whether the same customers are served, and whether there is a substantial continuity of the same business operations.

A recent case illustrates how the first of these factors are analyzed. In ***Hampton Lumber Mills-Washington***, 334 NLRB 195 (2001), the Board found that the successor employer had received a bargaining demand from the union in late November, and when a few days later, it had a representative complement of employees working, a majority of whom had worked for the predecessor employer, its obligation to recognize the union "attached," and was in force as of that date. In another recent case with many factors in common with the instant case, the Board analyzed whether a bargaining unit that was relocated was an accretion to the larger unit at the new location, or whether it had "maintained its integrity" as a separate unit after the successorship occurred. ***Comar***, 339 NLRB 903, 910-911 (2003).

In deciding accretion issues, many factors are considered by the Board. Some of these factors are history of collective bargaining in the two groups of employees sought to be accreted (or merged), relative locations of the groups, similarity or differences in the working conditions, job classifications, duties, supervision, pay, and benefits, and interchange, contacts, or transfers among the employees in the groups. The Board has decided many cases which have involved the accretion issue, most commonly in the representation case area, but frequently in unfair labor practice cases as well. In a successorship situation, the Board analyzes whether the facts demonstrate accretion *at the time of recognition or at the time a representative complement and a demand for bargaining exist*. ***American Medical Response***, 335 NLRB 1176, 1178 (2001).

It is axiomatic that under Section 8(a)(2) of the Act, an employer may not recognize a union as the collective bargaining representative of employees in a particular unit if the union does not, in fact, represent those employees. For example, in ***CO-OP***

City, 340 NLRB 35 (2003), a successor employer recognized a union before the employees who would make up the bargaining unit were employed. The Board found that this premature recognition violated Section 8(a)(2) of the Act. See also, ***O-J Transport***, 333 NLRB 1381 (2001); ***American Medical Response***, supra.

2. The Alleged Violation of Section 8(a)(1)

Driver Hanson testified that Respondent's safety coordinator informed him that he was going to be paid 5 cents per hour more than the contract rate, and that he should not discuss this with others. In fact, Hanson was not paid 5 cents per hour more; instead he was paid the same rate as other drivers who had been at PVSD for at least two years, $12.80. Lewis denied the alleged statement, and testified that she told each driver that she hired what the contract rate would be, and that it was the same for all the veteran drivers. She seemed genuinely puzzled by the allegation. On balance, I credit Lewis' denial. The fact that Hanson was never paid any differently from the other employees persuades me that Hanson was either confused or misunderstood the explanation of the contract rate which Lewis described to him. I therefore find that no statement violative of Section 8(a)(1) was made and I will recommend that the allegation in paragraph 5 of the Complaint be dismissed.

3. Successorship

Turning to the second prong of the ***Burns*** analysis test first, it is quite clear that Respondent did continue the school bus service for PVSD in substantially the same manner of operation. The same buses used by PVSD were purchased by Respondent, the same facility or parking area is used to park the buses at night, to fuel the buses, and to perform maintenance and repairs. This same space houses an office trailer where a supervisor and dispatcher work. The identical 22 bus routes are driven, and the same hours are required by the PVSD. In addition, the school year schedule is still dictated by the PVSD. The former operator of the school bus service, PVSD, is the only customer of the successor operation. The same job classifications exist, that of driver and substitute driver (now called relief driver). Respondent made one change in working conditions, that it no longer employs part-time drivers, and one change in wages, the drivers getting approximately two dollars less in wages per hour. Respondent installed its own supervisor.

It is clear from this listing of similarities and differences that the similarities in the operation of the enterprise far outweigh the few differences, and that Respondent has continued the operation of providing school bus services to PVSD in substantially the same form. I find that the second part of the ***Burns*** test, continuity of the enterprise, has been met.

Turning to the continuity of the work force, I find first that the appropriate time for assessing this factor is August 17, the employees' first day of work, as argued by the General Counsel. Respondent has offered no alternate date, and has proffered no evidence to support any other date. Because August 17 was the first day of school, Respondent was essentially required to have its operation up and running. Respondent

was required to run all 22 school bus routes so that the children could attend the first day of school. It is undisputed that as of August 17, Respondent had 24 school bus drivers working, and that it ultimately hired only one more, to bring the total complement to 25 drivers.[9] It is further undisputed that on August 17, thirteen of the 24 drivers were members of the former bargaining unit. Regardless of whether a representative complement consisted of 24 or 25 drivers, the number thirteen is a majority of the PVSD drivers. The first three factors of the "continuity of the workforce" analysis clearly establish that there was continuity. As to the other two factors regarding future plans, they are not germane here. There was no claim or evidence of any planned expansion of this number. I find, therefore, that there was a continuity of the workforce as contemplated in the successor doctrine. Therefore, a bargaining demand having been made some days earlier, I find that Respondent was obligated to recognize the ATU on August 17, and that by refusing to do so, Respondent violated Section 8(a)(5) of the Act.

4. The Accretion Defense

Respondent argues that it was justified in refusing to recognize the ATU because it intended to incorporate the smaller PVSD operation into its Davenport operation. Respondent points to the fact that both groups drive school buses, and are hired with the same basic qualifications required of them. Respondent also relies on the fact that although day-to-day supervision of the PVSD drivers is performed by Courtney, he in turn reports to the Davenport contract manager, and the same safety coordinator conducts monthly or bi-monthly safety meetings. Respondent points out that the drivers were trained for a day or two at the Davenport facility. The record contains no evidence that the PVSD employees came into contact with any Davenport drivers during training or safety meetings. Respondent also points to the testimony that on some occasions (the record is unclear how many occasions), Davenport drivers or supervisors drove PVSD bus routes.

The General Counsel argues that accretion is generally not favored by the Board, especially as it often ignores the desires of the employees in the smaller unit sought to be added to the larger unit. The General Counsel notes that an employer may not unilaterally decide upon the appropriateness of a bargaining unit. The General Counsel points to the factors in this case which militate against a finding of accretion. The employees perform the same work using the same buses, drive the same routes, at the same times of day. They work at the same PVSD bus facility. They are physically and geographically separated from the Davenport facility and have little or no contact with those employees. They perform services for the PVSD, as before, while the Davenport drivers perform services for a separate customer. The only changes are a new supervisor, occasional safety meetings with a new safety coordinator, and different pay. The General Counsel notes the separate location, separate job bidding, and the infrequency of any interchange with Davenport drivers. In fact the PVSD drivers have never worked out of

[9] Teamsters argues that the proper complement should be the "full" complement of drivers, but as this appears to have been 25 drivers, the point is immaterial to the majority status issue, as well as being inconsistent with Board precedent.

the Davenport facility. The substitution of Davenport drivers at PVSD is infrequent. Even safety meetings are held separately. The General Counsel points to the facts that Respondent itself has designated the PVSD drivers as a "separate classification" in its agreement with the Teamsters. Both job bidding procedure and seniority lists are separate for the two groups of drivers. Most importantly, the PVSD drivers have a separate bargaining history from those at the Davenport facility, both relationships extending over a number of years. In sum, I find that the Respondent has not shown that the PVSD bus drivers's jobs have changed substantially, that they have any frequent or substantial contact and interchange with the Davenport drivers, or that their work lives have been incorporated into Respondent's larger Davenport unit. In sum, Respondent has not shown that the existing PVSD unit has been accreted into the Davenport unit. Instead I find that the PVSD unit has "maintained its integrity" as a separate unit.[10] ***Comar***, supra.

5. Respondent's Recognition of the Teamsters

Having found Respondent was a ***Burns*** successor, and was obligated to recognize the ATU in a separate appropriate unit of PVSD drovers on August 17, it follows that Respondent's early recognition of the Teamsters was unlawful. Respondent extended that recognition without any independent showing by the Teamsters that the PVSD employees desired the Teamsters as their representative. Instead, Respondent apparently assumed that since the PVSD drivers constituted only about a quarter or less of a hypothetical combined unit of Davenport and PVSD employees, that their desires for other representation, if such existed, could be ignored. Even Respondent concedes that in the absence of a finding of accretion, Respondent violated Section 8(a)(2) by extending recognition to the Teamsters on July 29.

Respondent herein acted in a similar fashion to the employer in ***CO-OP City***, above, in that it recognized the Teamsters before the bargaining unit employees began working, and did so without any showing by the Teamsters that the prospective employees desired the Teamsters as their representative. In this type of case, the Board is concerned with preserving employee freedom of choice. Here, Respondent completely ignored the employees' desires as to a representative, and in fact gave the employees no opportunity to express their desires. I find that Respondent did violate Section 8(a)(2) of the Act by prematurely recognizing the Teamsters as the collective bargaining representative of the PVSD employees.

CONCLUSIONS OF LAW

1. Paragraph 5 of the Complaint is dismissed.

2. By recognizing International Brotherhood of Teamsters, Local 371 as the collective bargaining representative of the unit employees herein and executing a

[10] The DDE cited by Respondent is unpersuasive, as its facts are quite different from those in the instant case, including the fact that there was no separate history of collective bargaining involved there.

collective bargaining agreement, Respondent has violated Section 8(a)(2) and (1) of the Act.

3. By failing and refusing to recognize Amalgamated Transit Union, Local 312, AFL-CIO, CLC, as the collective bargaining representative of the unit employees herein, Respondent has violated Section 8(a)(5) and (1) of the Act.

4. The violations set forth above are unfair labor practices affecting commerce within the meaning of the Act.

THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it be required to cease and desist therefrom and to take certain affirmative action necessary to effectuate the policies of the Act.

I have found above that Respondent unlawfully recognized the Teamsters and entered into a collective bargaining contract with them on July 29, 2005. Respondent should be ordered to withdraw recognition from the Teamsters and to cease fiving effect to the collective bargaining agreement with regard to the PVSD employees.[11] Respondent should also be ordered to recognize and bargain with the ATU concerning the PVSD employees upon request.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[12]

ORDER

The Respondent, First Student, Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from:

(a) Failing and refusing to recognize and bargain with the Amalgamated Transit Union, Local 312, AFL-CIO, CLC, as the exclusive collective bargaining representative of the employees in the Pleasant Valley school district school bus operation.

(b) Prematurely recognizing International Brotherhood of Teamsters, Local 371 as the representative of the above-described employees and entering into a collective bargaining agreement with it.

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[11] As no union security clause in included in the collective bargaining agreement, it is unnecessary to order reimbursement of dues paid voluntarily by employees.

[12] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Recognize the Amalgamated Transit Union, Local 312, AFL-CIO, CLC (ATU), as the collective bargaining representative of the employees at the PVSD operation in the following unit:

> All full-time and regular part-time school bus drivers and substitutes employed by First Student, Inc., for its Pleasant Valley school district school bus services, excluding all other employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

(b) Upon request, meet and bargain collectively with the ATU for the period required in ***Mar-Jac Poultry Co.***, 136 NLRB 785 (1962).

(c) Withdraw recognition from the International Brotherhood of Teamsters, Local 371 as the representative of the above described unit and cease giving effect to the existing collective bargaining agreement with regard to the unit employees described above.

(d) Within 14 days after service by the Region, post at its Pleasant Valley School District location copies of the attached notice marked "Appendix."[13] Copies of the notice, on forms provided by the Regional Director for Subregion 33, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since July 29, 2005.

(e) Within 21 days after service by the Subregion, file with the Regional Director a sworn certification of a responsible official on a form provided by the Subregion attesting to the steps that the Respondent has taken to comply.

[13]If this Order is enforced by a judgment of the United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

Dated at Washington, D.C., February 8, 2006.

Jane Vandeventer
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT refuse to recognize and bargain in good faith with the Amalgamated Transit Union, Local 312, AFL-CIO, CLC, as the exclusive collective bargaining representative of our employees in the following appropriate unit:

> All full-time and regular part-time school bus drivers and substitutes employed by First Student, Inc., for its Pleasant Valley school district school bus services, excluding all other employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

WE WILL NOT prematurely recognize and bargain with a labor organization that has not been selected as the collective bargaining representative by the employees in the unit described above, and **WE WILL NOT** apply the terms of our collective bargaining agreement with the Teamsters to the employees in the unit described above.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL withdraw recognition from Teamsters Local 371 as the collective bargaining representative of the employees described in the unit above, and we will cease giving effect to our extension to them of the Teamsters collective bargaining agreement.

WE WILL, upon request, bargain collectively with the Amalgamated Transit Union, Local 312, AFL-CIO, CLC, in the unit set forth above.

FIRST STUDENT, INC.

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

300 Hamilton Boulevard, Suite 200

Peoria, Illinois 61602-1246

Hours: 8:30 a.m. to 5:00 p.m.

309-671-7080

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 309-671-7085.